

SUBCONTRACTOR'S RELEASE

Subcontract No. P.O. 100-8

Pursuant to the terms of Subcontract No. P.O. 100-8 and in consideration of the sum of Five Million, Seven Hundred Eight Thousand, Six Hundred Forty and 98/100 Dollars (\$5,708,640.98) which has been or is to be paid under the said Subcontract to the General Electric Company, Missile & Space Division, King of Prussia, Pennsylvania (hereinafter called the Subcontractor) or to its assignees, if any, the Subcontractor, upon payment of the said sum by the Lockheed Aircraft Corporation, Sunnyvale, California, (hereinafter called the Purchaser) does remise, release, and discharge the Purchaser, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subcontract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subcontractor to third parties arising out of the performance of said subcontract, which are not known to the Subcontractor on the date of the execution of this release and of which the Subcontractor gives notice in writing to the Purchaser within the period specified in the said subcontract.
3. Claims for reimbursement of costs (other than expenses of Subcontractor by reason of its indemnification of the Purchaser and the Government against patent liability) including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract relating to patents.

The Subcontractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all the provisions of the said subcontract, including without limitation those provisions relating to the notification to the Purchaser and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 17th day of June 1963.

GENERAL ELECTRIC COMPANY

Missile & Space Division

By

Title: Manager of Finance
Re-Entry Systems Department

CERTIFICATE

I, [redacted] certify that I am an Attesting Secretary of the Corporation; that [redacted] who signed said release on behalf of the Subcontractor was then Manager of Finance, Re-Entry Systems Department, Missile & Space Division, of said Corporation, that said release was duly signed for and in behalf of said Corporation, by authority of its governing body and is within the scope of its corporate powers.

Attesting Secretary

SUBCONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

Subcontract No. P.O. 100-8

Pursuant to the terms of Subcontract No. P.O. 100-8 and in consideration of the reimbursement of costs and payment of fee, as provided in the said subcontract the General Electric Company, Missile & Space Division, King of Prussia, Pennsylvania (hereinafter called the Subcontractor) does hereby:

1. Assign, transfer, set over and release to the Lockheed Aircraft Corporation, Sunnyvale, California (hereinafter called the Purchaser), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said subcontract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Purchaser checks (made payable the Purchaser) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Purchaser as stated in the said subcontract and may be applied to reduce any amounts otherwise payable to the Purchaser under the terms hereof.
3. Agree to cooperate fully with the Purchaser as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Purchaser to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 17th day of June 1963.

GENERAL ELECTRIC COMPANY
Missile & Space Division

By: _____

Title: Manager of Finance
Re-Entry Systems Department

CERTIFICATE

I _____ certify that I am an Attesting Secretary of the Corporation named as Subcontractor in the foregoing assignment; that _____ who signed said agreement on behalf of the Subcontractor was then Manager of Finance, Re-Entry Systems Department, Missile & Space Division of said Corporation; that said assignment was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Attesting Secretary